

ADOT File No.: JPA 03-040  
A.G. Contract No.: KR05-0809TRN  
Project: SR 202L Landscape Maintenance  
Section: I-10 to SR 101L/SR 202 TI  
Project No.: RAM-202-C-511/RAM-202-C-311  
TRACS No.: H508803C / H515003C  
Budget Source Item No.: 83405 / 83304

**INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF CHANDLER

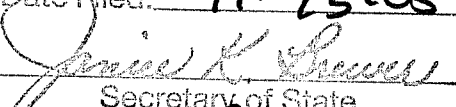
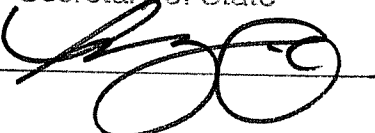
THIS AGREEMENT is entered into November 23, 2005, pursuant to Arizona Revised Statutes, § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CHANDLER, ARIZONA acting by and through its MAYOR and CITY COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. Incident to the State's construction of the Santan Freeway (SR 202L), the State agrees to include the installation of a new irrigation system and provide landscaping along SR 202L from east of Interstate 10 (I-10) up to and including the Price/Santan Freeway traffic interchange (SR 101L/SR 202L TI), hereinafter referred to as the "Project", at the State's expense. The purpose of this Agreement is to outline each party's maintenance responsibilities associated with the Project, as shown in the Landscape Maintenance Exhibit A, attached hereto and made a part hereof.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 27850  
Filed with the Secretary of State  
Date Filed: 11-23-05  
  
Secretary of State  
By: 

## **II. SCOPE OF WORK**

### **1. The State shall:**

a. Prepare to State standard, design plans, specifications and other such documents required for construction bidding and construction of the Project and submit to the City for their review.

b. Call for bid and award one or more construction contract(s) for the Project. Administer the Project and make all payments to the contractor(s). Be responsible for contractor claims for extra compensation, due to delays or whatever reason, attributable to the State.

c. Grant or confirm, per established procedures of the State's Phoenix District Permit Office, that the *City* has a valid annual *citywide* Encroachment Permit on file, for the routine/normal maintenance and emergency maintenance work provided by the *City*, within the State's rights of way. Agree any new construction or installation shall require a separate permit through the State's Phoenix District's Permit Supervisor, as per the Phoenix District's established procedures.

d. Upon completion of the Project, maintain the landscaping and irrigation system, and pay for electrical power to operate the State's irrigation controllers, all generally within the State's Control of Access, as shown on the attached Landscape Maintenance Exhibit A.

### **2. The City shall:**

a. Review the design documents and provide comments to the State.

b. Be responsible for any costs for all additional work requested by the City, associated with the Project, which includes standard administrative costs and any contractor claims for extra compensation due to delays or whatever reason, attributable to the City.

c. Furnish all potable or reclaimed water in mains up to or within the State's rights of way at the City's expense.

d. Pay any water development fees.

e. Install the water meter(s) upon request of the State's contractor, at the State's expense.

f. Pay for electric power necessary to operate the City's irrigation controllers and any irrigation booster pumps.

g. Provide the water at the design pressures and quantities stated in the agreed upon plans, during installation, construction phase, and all water thereafter necessary to properly maintain the landscape areas, all at City's expense.

h. Furnish and install all equipment/appurtenances necessary to operate the reclaimed water system, including but not limited to irrigation booster pumps, reclaimed water signs, filters, etc., all at the City's expense. Any construction work planned within the State's Control of Access will require an Encroachment Permit from the State's Phoenix Permit Office, as referenced herein.

i. If necessary, pay for all restoration costs including any design costs associated with the disturbance of existing landscape and irrigation attributed to the City's future installation of the reclaimed water system.

- j. If necessary, maintain any irrigation booster pumps, all at the City's expense.
- k. At the conclusion of the contractor's maintenance and warranty period, referred to in the construction contract as Landscape Establishment, maintain the Project (landscape and irrigation system) up to and including the water meter, as shown on the Landscape Maintenance Exhibit A, including all testing, adjusting, repairing and operation of the irrigation system.
- l. Maintain the landscaping in areas designated on the Landscape Maintenance Exhibit A. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.
- m. Obtain, per established procedures of the State's Phoenix District Permit Office, a valid annual *citywide* Encroachment Permit, for the routine/normal maintenance and emergency maintenance work provided by the City, within the State's rights of way. Agree, any new construction or installation shall require a separate permit as per the Phoenix District's established procedures, referenced herein.
- n. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic control shall adhere to the requirements of the Arizona Department of Transportation's "Manual on Uniform Traffic Control Devices" (MUTCD) and City of Chandler supplements to MUTCD, which shall take precedence.

### **III. MISCELLANEOUS PROVISIONS**

- 1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided however, any provisions for landscaping maintenance, electrical energy and water provided by the City shall be perpetual. Either party may cancel this Agreement at any time upon 60-days written notice to either party. It is understood and agreed that, in the event the City cancels this Agreement, the State shall in no way be obligated to maintain said landscaping.
- 2. This Agreement shall become effective upon filing with the Secretary of State.
- 3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
- 4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this contract.
- 5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
- 6. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Agreement-Contact:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue Mail Drop 616E  
Phoenix, AZ 85007  
FAX: (602) 712 7424

City of Chandler  
City Manager  
55 North Arizona Place, # 301  
Chandler, AZ 85225-5540

For Maintenance-Contact:


Arizona Department of Transportation  
Phoenix Maintenance Permits Office  
2140 W. Hilton Avenue  
FAX: (602) 712-6983

9. Pursuant to Arizona Revised Statutes § 11-952, (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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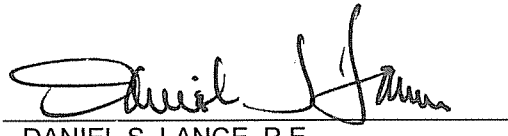
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**CITY OF CHANDLER**

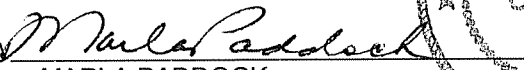
By   
BOYD W. DUNN  
Mayor

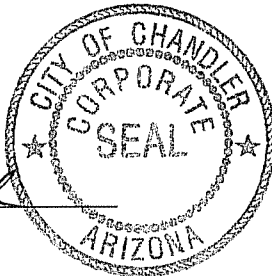
**STATE OF ARIZONA**

Department of Transportation

By   
DANIEL S. LANCE, P.E.  
Deputy State Engineer

**ATTEST**

By   
MARLA PADDOCK  
City Clerk



ATTORNEY APPROVAL FORM

FOR THE CITY OF CHANDLER

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF CHANDLER, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declares this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 28<sup>th</sup> day of October, 2005.

Michael D. Hawn

Attorney

**RESOLUTION NO. 3888**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR LANDSCAPE MAINTENANCE ALONG STATE ROUTE 202, SANTAN FREEWAY, BETWEEN I-10 AND THE PRICE FREEWAY/SANTAN FREEWAY INTERCHANGE.

WHEREAS, the Arizona Department of Transportation (ADOT) will install landscaping along the Santan Freeway from I-10 to the Price Freeway/Santan Freeway interchange; and,

WHEREAS, an IGA is required by the City and ADOT to specify the landscape maintenance responsibilities between the parties;

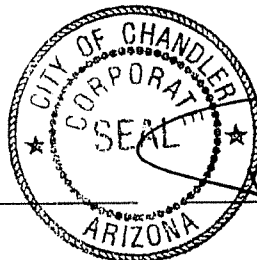
WHEREAS, the City of Chandler is required to pay for the cost of potable or reclaimed water for the landscaping, water development fees, and electrical usage fees for irrigation controller in the City's maintenance area;

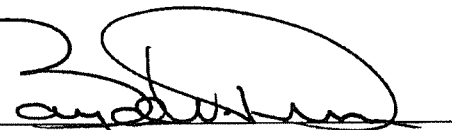
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor be authorized to sign and execute said amended Intergovernmental Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this 27<sup>th</sup> day of October 2005.

ATTEST:

  
CITY CLERK



  
MAYOR

CERTIFICATION:

I HEREBY CERTIFY that the above and foregoing Resolution No. 3888 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at the regular meeting held on the 27<sup>th</sup> day of October 2005, and that a quorum was present thereat.

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY



TERRY GODDARD  
Attorney General

OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

CIVIL DIVISION  
TRANSPORTATION SECTION  
Writer's Direct Line: 602.542.8855  
Facsimile: 602.542.3646  
E-mail: Susan.Davis@azag.gov

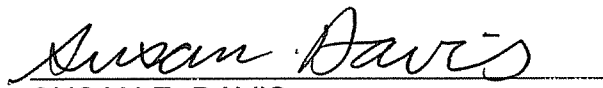
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR05-0809TRN (**JPA 03-040**), an Agreement [Landscape Maintenance] between public agencies, i.e., The State of Arizona and The City of Chandler, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: November 15, 2005

TERRY GODDARD  
Attorney General

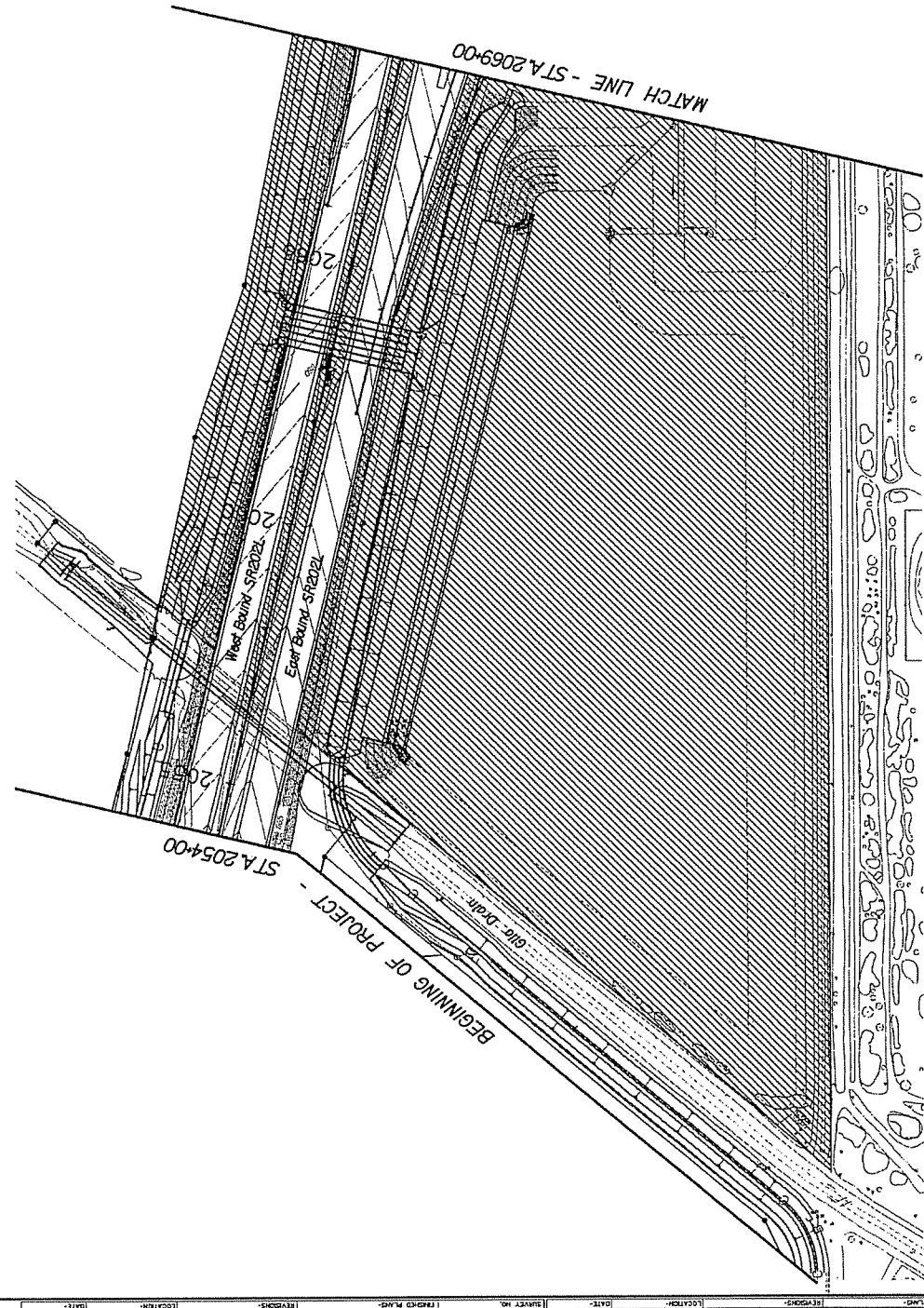
  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:934661  
Attachment

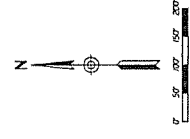
OF



AREA	STATE	PROJECT NO.	SHEET TOTAL	AS BUILT
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		202L MA 53		



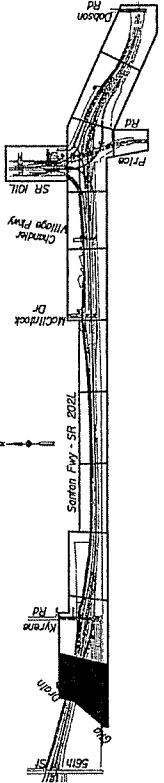
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[Grid Box]	CITY OF CHANDLER TO MAINTAIN



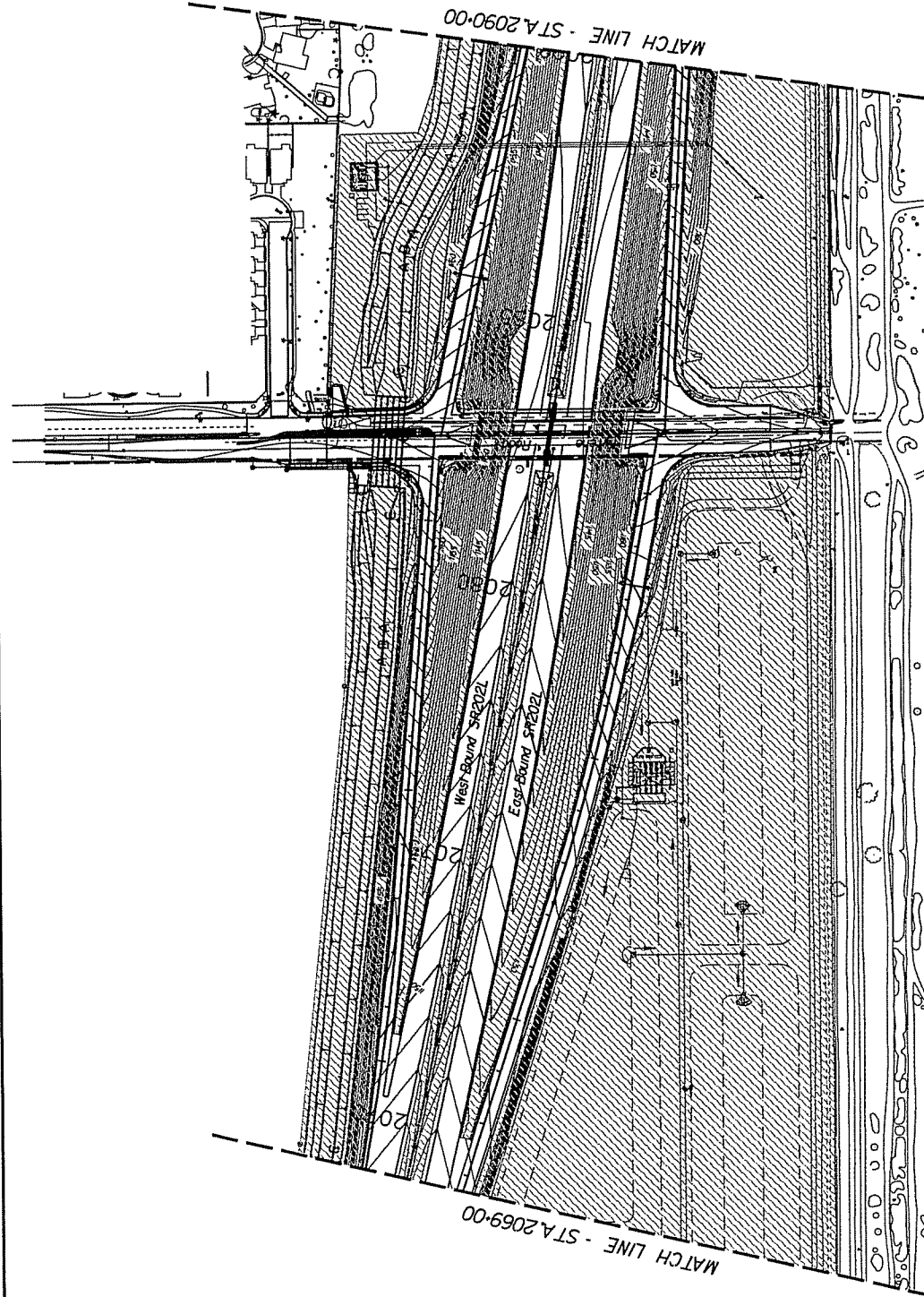
DATE: 11-03  
 DESIGNED BY: J.A.  
 CHECKED BY: J.A.  
 PROJECT NO.: 202-C-513  
 SHEET NO.: 53 OF 53

ARIZONA DEPARTMENT OF TRANSPORTATION  
 INTERMODAL TRANSPORTATION DIVISION  
 ROADSIDE DEVELOPMENT SERVICES  
 EXHIBIT A  
 LANDSCAPE MAINTENANCE EXHIBIT

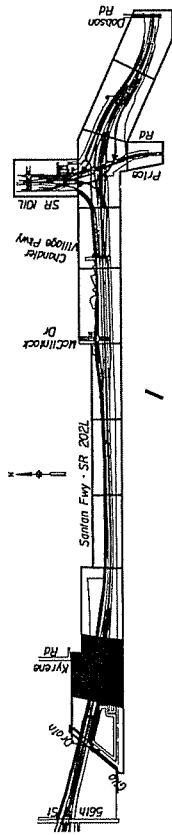
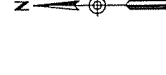
202L TI  
 GILA DRAIN PRICE/SANTAN TI  
 TRACS NO. H 5150 03C  
 RAM 202-C-513  
 1 OF 12



YANPA REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	NO. SHEETS
9	ARIZ.	202-C-513			
		202L MA 53			



SYMBOL	MAINTENANCE RESPONSIBILITY
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[Grid Box]	CITY OF CHANDLER TO MAINTAIN



DATE: 11-03  
BY: 11-03  
CHECKED: JK - 0A  
DESIGNED: JK - 0A

PROJECT: 202L TI  
LOCATION: GILA DRAIN PRICE/SANTAN TI

ARIZONA DEPARTMENT OF TRANSPORTATION  
ARIZONA TRANSPORTATION BOARD  
ROADSIDE DEVELOPMENT SERVICES  
EXHIBIT A  
LANDSCAPE MAINTENANCE EXHIBIT

DATE: 11-03  
BY: 11-03  
CHECKED: JK - 0A  
DESIGNED: JK - 0A

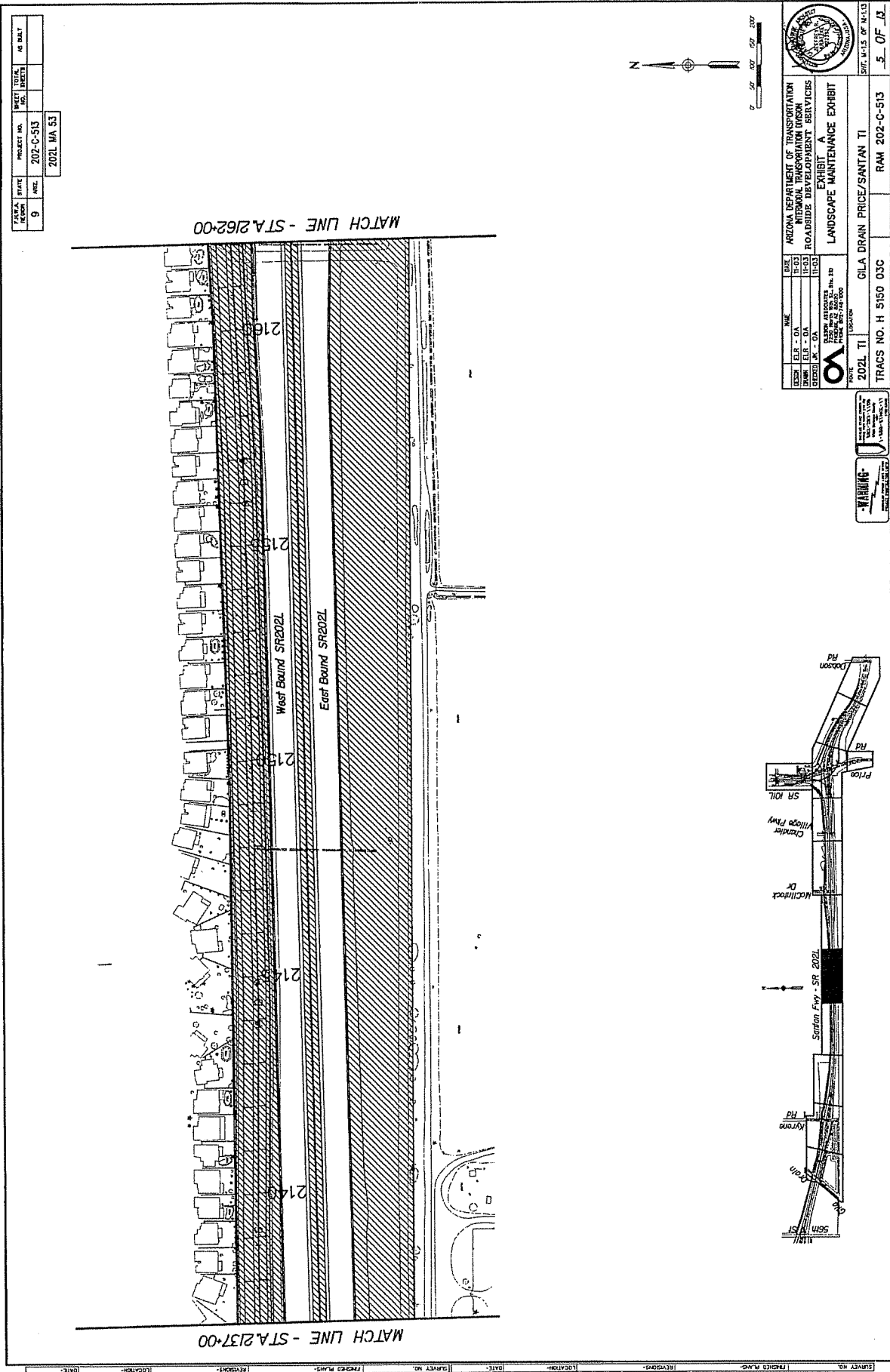
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TRACS NO. H 5150 03C  
RAM 202-C-513

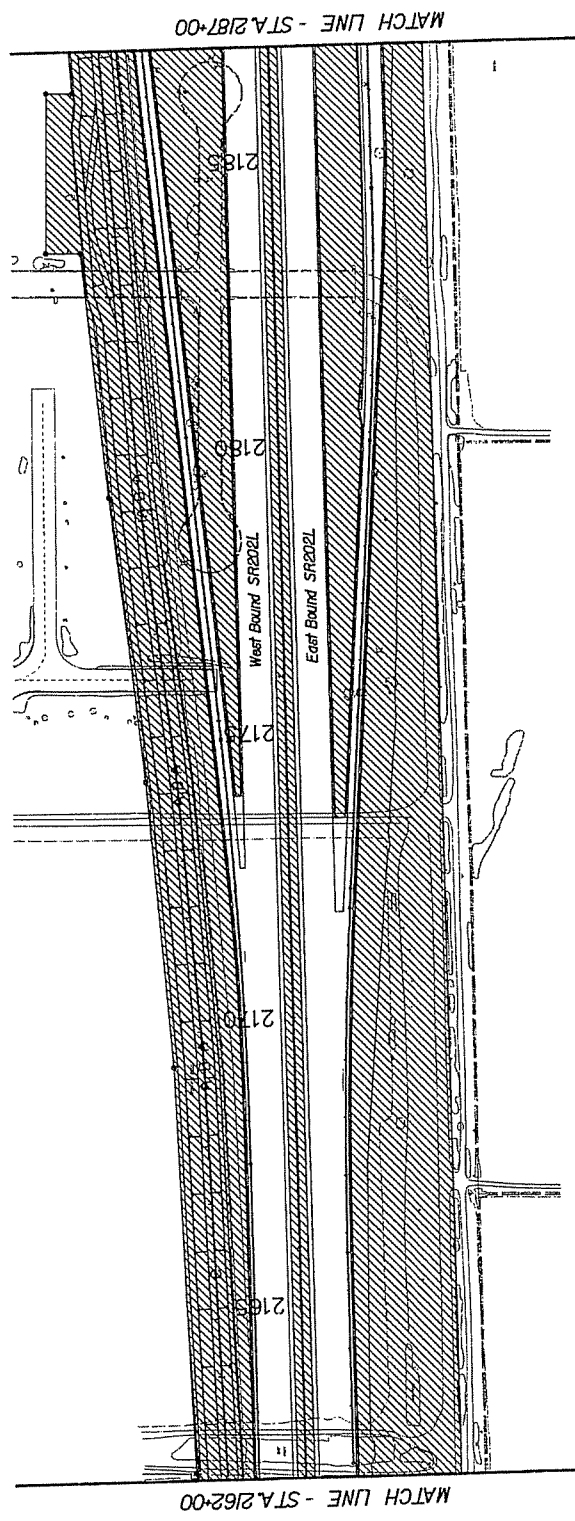
SHEET NO. 12 OF 12



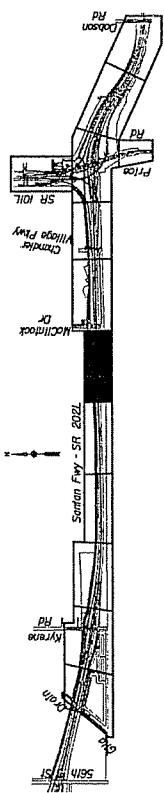
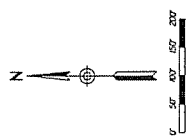




CITY OF GILIA	STATE	PROJECT NO.	SHEET TOTAL
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		202L MA 53	



SYMBOL	MAINTENANCE RESPONSIBILITY
	ADOT TO MAINTAIN
	CITY OF CHANDLER TO MAINTAIN



ARIZONA DEPARTMENT OF TRANSPORTATION  
INTERMODAL TRANSPORTATION DIVISION  
ROADSIDE DEVELOPMENT SERVICES

EXHIBIT A  
LANDSCAPE MAINTENANCE EXHIBIT

DATE: 10/03  
DESIGNER: GILIA  
PROJECT NO.: 202-C-513  
SHEET NO.: 53 OF 100

PROJECT LOCATION: GILIA DRAIN PRICE/SANTAN TI  
PROJECT NO.: H 5160 03C  
PROJECT NAME: RAM 202-C-513



CITY OF CHANDLER ENGINEERING & PLANNING



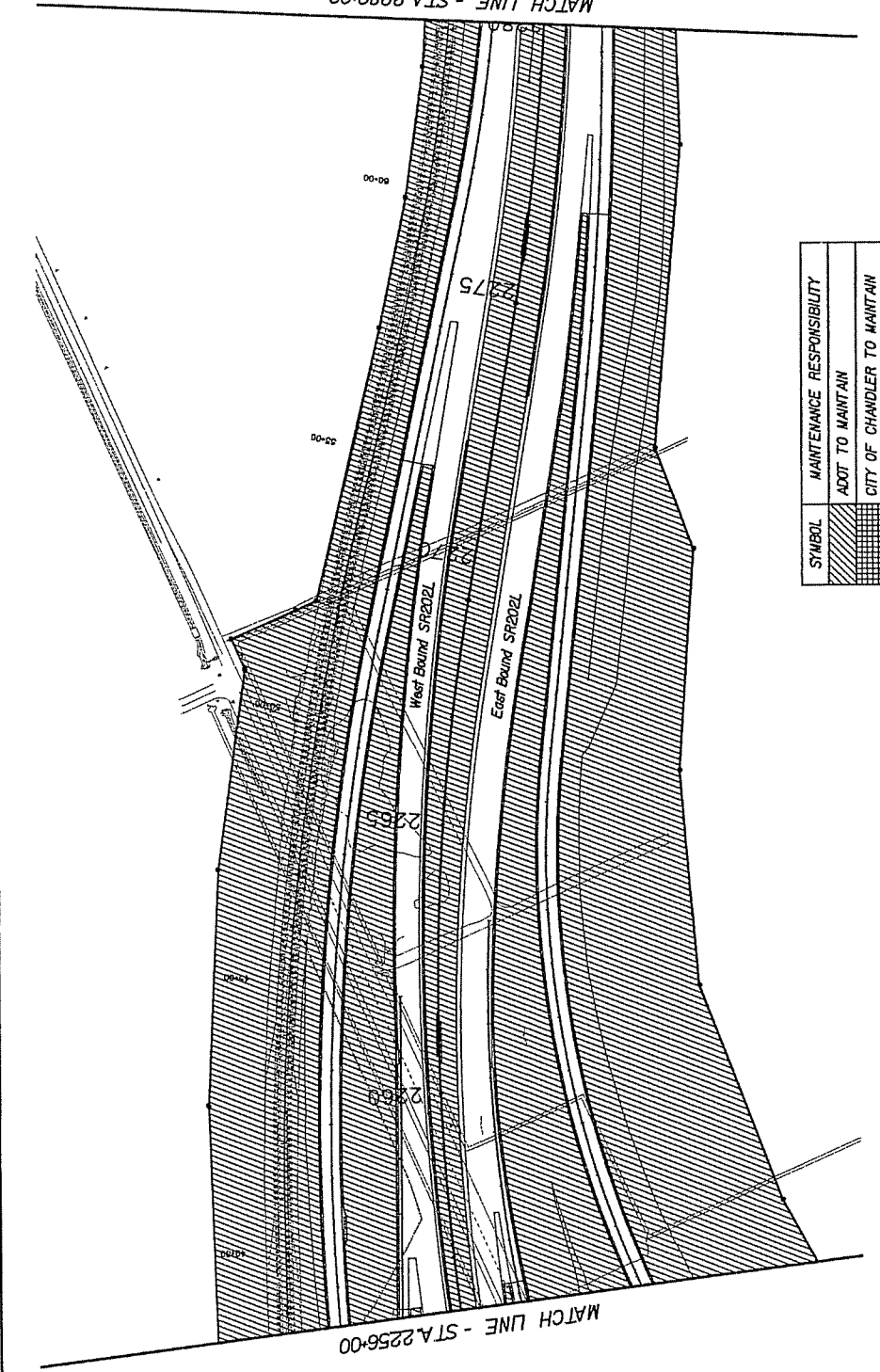




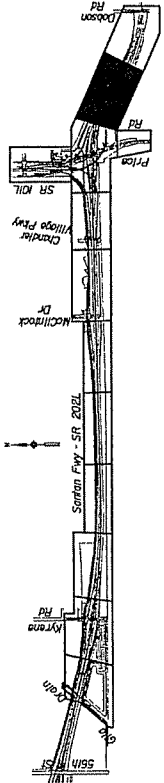




PLAN NO.	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
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			202 MA 53		



SYMBOL	MAINTENANCE RESPONSIBILITY
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[Cross-hatched Box]	CITY OF CHANDLER TO MAINTAIN

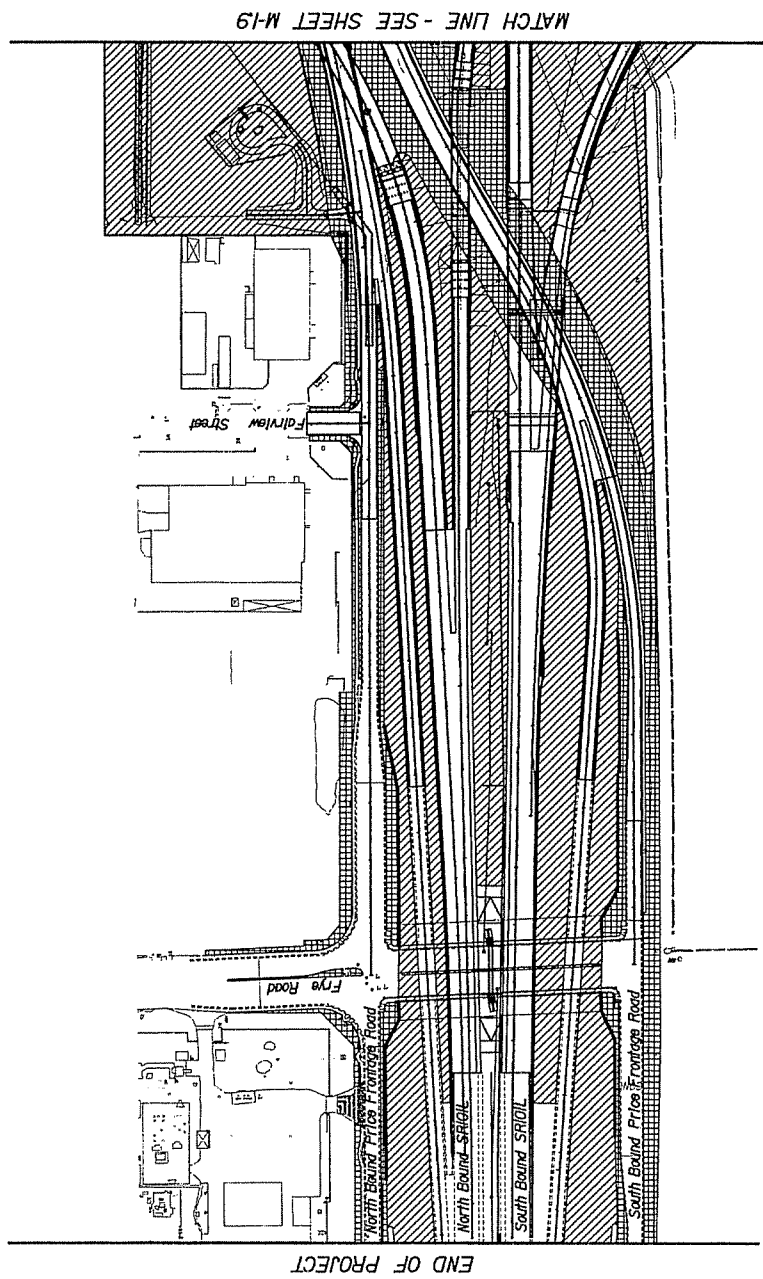


ARIZONA DEPARTMENT OF TRANSPORTATION MIDGUM TRANSPORTATION SERVICES ROADSIDE DEVELOPMENT SERVICES	
EXHIBIT A LANDSCAPE MAINTENANCE EXHIBIT	
DATE 11-03	PROJECT NO. 202-C-513
DESIGNER 11-03	LOCATION CLIA DRAIN PRICE/SANTAN TI
CONTRACT NO. 202L TI	TRAFFIC NO. H 5150 03C
RAM 202-C-513	
SHEET 11 OF 13	

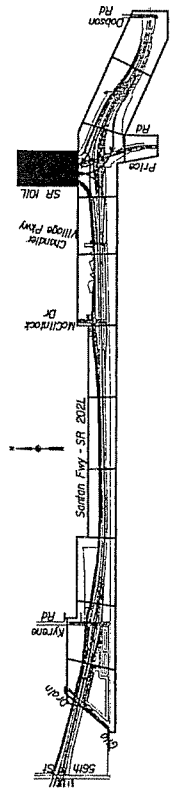




STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
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APR	202L MA 53			



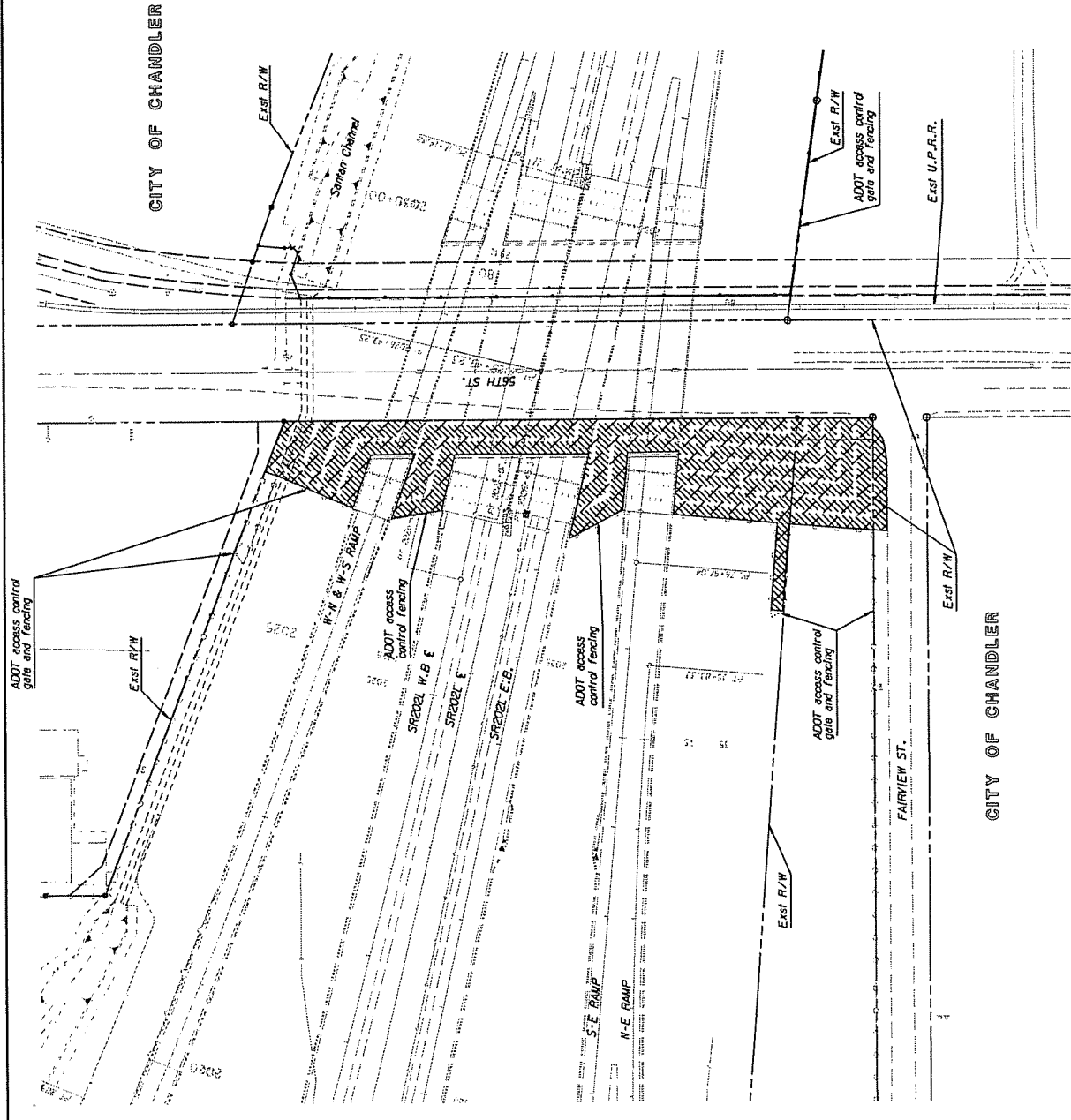
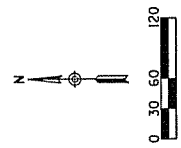
SYMBOL	MAINTENANCE RESPONSIBILITY
	ADOT TO MAINTAIN
	CITY OF CHANDLER TO MAINTAIN



NAME	DATE
DESIGN	SCALE
DRAWN	BY
CHECKED	DATE
ARIZONA DEPARTMENT OF TRANSPORTATION ARIZONA TRANSPORTATION DESIGN ROADWAYS DESIGN & CONSTRUCTION SERVICES EXHIBIT LANDSCAPE MAINTENANCE EXHIBIT PROJECT NO. 202-C-513 SHEET NO. 53 OF 53	
ROUTE 202L TI LOCATION CILA DRAIN PRICE/SANTAN TI TRACS NO. H 5150 03C RAM 202-C-513 53 OF 53	



FARL	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	202-C-511	2	2	
		202L MA 53			



1.3 ACRES - PROPOSED CITY OF CHANDLER  
LANDSCAPE MAINTENANCE AREA

JPA 2003-040

DATE	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION	PRELIMINARY NOT FOR CONSTRUCTION
202L	202L	EXHIBIT 'A' LANDSCAPE MAINTENANCE PLAN	
202L	202L	LOCATION I-10 TO GILA DRAIN	SHEET 2 OF 2
202L	202L	TRACS NO. H 5088 03C	OF

REVISIONS